

IBM Strategic Supply Management On Cloud

使用條款 ("ToU") 由本 IBM 使用條款 – SaaS 特定供應方案條款 (「SaaS 特定供應方案條款」) 及標題為 IBM 使用條款 – 一般條款 (「一般條款」) 的文件構成, 該文件可於下列 URL 取得:

<http://www.ibm.com/software/sla/sladb.nsf/sla/tou-gen-terms/>。

ToU 係所適用的「IBM International Passport Advantage 合約」、「IBM International Passport Advantage Express 合約」或「選定 IBM SaaS 供應方案之 IBM 國際合約」(視適用情況而定)(合稱為「合約」)的附加條款, 「合約」與 ToU 共同構成本完整合約。一般條款與前項 SaaS 特定供應方案條款互有牴觸者, 前項 SaaS 特定供應方案條款較一般條款優先適用。

「客戶」僅限於接受本使用條款, 方能使用 IBM SaaS。一經訂購、存取或使用 IBM SaaS, 即表示「客戶」同意 ToU。若您在前項 SaaS 特定供應方案條款顯示後按選「接受」, 即表示您也接受一般條款。

若您代表「客戶」接受 ToU, 即視同您聲明並保證您擁有充分權限得以使「客戶」受 ToU 拘束。若您不同意 ToU, 或沒有充分權限得以使「客戶」受 ToU 拘束, 請勿以任何方式使用或參與 IBM SAAS 所提供的任何功能, 或使用任何啟用軟體。

第一部分 – IBM 條款

1. IBM SaaS

前項 SaaS 特定供應方案條款涵蓋下列 IBM SaaS 供應方案:

- IBM Emptoris Strategic Supply Management Enterprise on Cloud
- IBM Emptoris Strategic Supply Management Enterprise on Cloud Read Only

2. 計費度量

IBM SaaS 供應方案係依下列計費度量而銷售:

- a. 「授權使用者」是取得 IBM SaaS 所需的一種計量單位。一個「授權使用者」係指有權存取 IBM SaaS 的唯一人員。「客戶」應在「授權證明書 (PoE)」或「交易文件」中所指定的計量期間, 為每一個透過任何方法以任何直接或間接方式(例如: 透過多程式、裝置或應用程式伺服器)存取 IBM SaaS 供應方案的「授權使用者」取得個別的專用授權。「授權使用者」的授權只有該「授權使用者」才能使用, 而且既不能共用, 也不能重新指派, 除非要將「授權使用者」之授權永久轉讓給另一個人員。

3. 計費及請款

3.1 請款選項

IBM SaaS 的付款金額明訂於「交易文件」中。IBM SaaS 訂用費用的請款選項如下:

- a. 整個預付的確定金額
- b. 每月(後付)
- c. 每季(預付)
- d. 每年(預付)

選取的請款選項, 將於「授權證明書」或「交易文件」中指定的期間內有效。每個請款週期的付款金額將根據每年的訂用費用以及一年內的請款週期數來計算。

3.2 局部月計費

「局部月」計費, 係向「客戶」收取的按比例每日費用。「局部月計費」係根據局部月剩餘的天數來計算, 從 IBM 通知「客戶」, 其可以存取 IBM SaaS 供應方案的日期開始起算。

4. 建立及存取帳戶

當「IBM SaaS 使用者」註冊一個帳戶(「帳戶」)時, IBM 可以提供「IBM SaaS 使用者」一個「帳戶」ID 及密碼。「客戶」負責確保及管理每一個「IBM SaaS 使用者」, 並保持其「帳戶」管理資訊於最新狀

態。「客戶」負責確保每一個「IBM SaaS 使用者」可以保護其「帳戶」ID 及密碼，並可控制何人可以存取「IBM SaaS 使用者帳戶」或代表「客戶」使用任何 IBM SaaS。

5. 展延訂用期間

5.1 自動更新訂用期間

如果「客戶」的「授權證明書」將訂用展延指定為自動，「客戶」可以在到期日之前根據「合約」條款，透過書面授權來展延（例如，訂單表格、訂單信函、採購訂單），以展延「客戶」即將到期的「IBM SaaS 訂用期間」。

如果 IBM 未在到期日前收到此等展延之書面授權，則即將到期的 IBM SaaS 訂用期間會自動展延一年或同於原期限之期間。除非在到期日之前，IBM 直接從客戶或透過客戶所適用的轉銷商收到客戶不展延的書面通知。否則，即表示客戶同意支付此等展延費用。

5.2 持續計費

若「客戶」的「授權證明書」係規定訂用展延計費將於「訂用期間」結束後繼續適用，則「客戶」將可以繼續存取 IBM SaaS，而且將根據持續計費，針對 IBM SaaS 的使用計費。若要中斷使用 IBM SaaS 並停止持續計費程序，「客戶」應在九十 (90) 天前向 IBM 提供書面通知，要求取消其 IBM SaaS。一旦取消「客戶」對 IBM SaaS 的存取，「客戶」應支付的費用包含到取消生效的該月為止，任何尚未結清的存取費用。

5.3 必須之客戶續約

若「客戶」的「授權證明書」將訂用展延規定為終止展延，則 IBM SaaS 供應方案於起始「訂用期間」結束後將不再展延。為了能夠在起始「訂用期間」後繼續使用 IBM SaaS，「客戶」應取得 IBM SaaS 的新訂用。欲取得新的 IBM SaaS 訂用，請聯絡 IBM 業務代表或「客戶」的轉銷商。

6. 技術支援

「訂用期間」會提供 IBM SaaS 供應方案的技術支援。此等技術支援，附隨於 IBM SaaS，不被當作個別供應方案。

「技術支援」資訊請參閱下列網址：<http://www-01.ibm.com/software/procurement-solutions/emptoris/support/>。

7. IBM SaaS 供應方案專用條款

若為 IBM SaaS，允許「授權使用者」使用下列供應方案：

- IBM Emptoris Supplier Lifecycle Management on Cloud
- IBM Emptoris Supplier Lifecycle Management on Cloud Read Only
- IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Evaluation
- IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Evaluation for Non-Production Environment
- IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Classification
- IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Classification for Non-Production Environment
- IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Development
- IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Development for Non-Production Environment
- IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Risk Management
- IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Risk Management for Non-Production Environment
- IBM Emptoris Contract Management Buy Side on Cloud
- IBM Emptoris Contract Management Buy Side on Cloud Read Only
- IBM Emptoris Contract Management Buy Side on Cloud for Non-Production Environment
- IBM Emptoris Contract Management Buy Side on Cloud Advanced Add-On

- IBM Emptoris Contract Management Sell Side on Cloud
- IBM Emptoris Contract Management Sell Side on Cloud Read Only
- IBM Emptoris Contract Management Sell Side on Cloud for Non-Production Environment
- IBM Emptoris Contract Management Sell Side on Cloud Advanced Add-On
- IBM Emptoris Contract Management for Commercial Banking Agreements on Cloud
- IBM Emptoris Contract Management for Commercial Banking Agreements Read Only
- IBM Emptoris Contract Management for Commercial Banking Agreements on Cloud for Non-Production Environment
- IBM Emptoris Sourcing on Cloud
- IBM Emptoris Sourcing on Cloud Read Only
- IBM Emptoris Sourcing on Cloud for Non-Production Environment
- IBM Emptoris Sourcing on Cloud Advanced Add-On
- IBM Emptoris Sourcing on Cloud Burst Option for EchOSTM
- IBM Emptoris Sourcing on Cloud Event Monitoring
- IBM Emptoris Program Management on Cloud
- IBM Emptoris Program Management on Cloud Read Only
- IBM Emptoris Program Management on Cloud for Non-Production Environment
- IBM Emptoris Spend Analysis on Cloud
- IBM Emptoris Spend Analysis on Cloud Read Only
- IBM Emptoris Spend Analysis on Cloud for Non-Production Environment
- IBM Emptoris Spend Analysis on Cloud Advanced Add-on

IBM SaaS 與上述之供應方案一起使用時，必須遵守「交易文件」中約定的條款，並依照與該供應方案相關的「使用條款」規定。

IBM SaaS 使用條款

第二部分 – 各國專有條款

下列條款取代或修改本合約第一部分中之相關條款。本合約第一部分所列之任何條款，如未經此處修訂者，其效力維持不變。本「第二部分」由本「使用條款」的修正內容組成，其內容編排如下：

- 美洲國家修訂條款；
- 亞太國家修訂條款；及
- 歐洲、中東及非洲國家修訂條款。

美洲國家修訂條款

貝里斯、哥斯大黎加、多明尼加共和國、薩爾瓦多、海地、宏都拉斯、瓜地馬拉、尼加拉瓜及巴拿馬

5.1 Automatic Renewal of a Subscription Period

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE":

IBM will renew, for an additional payment, the expiring IBM SaaS Subscription Period for a one year term at the same price and billing frequency, if IBM or Customer's reseller receives (1) Customer's order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current Subscription Period or (2) Customer's payment within 30 days of Customer's receipt of the IBM SaaS invoice for the next term.

阿根廷、巴西、智利、哥倫比亞、厄瓜多爾、墨西哥、秘魯、烏拉圭、委內瑞拉

5.1 Automatic Renewal of a Subscription Period

Does not apply for Public Bodies who are subject to the applicable Public Sector Procurement Legislation.

巴西

5.1 Automatic Renewal of a Subscription Period

The following is added after the second paragraph:

The transaction document will describe the process of the written communication to Customer containing the applicable price and other information for the renewal period.

美國

5.1 Automatic Renewal of a Subscription Period

The following sentence is added at the end of the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 5.1 Automatic Renewal of a Subscription Period:

CUSTOMER MAY TERMINATE THE IBM SaaS AT ANY TIME AFTER THE END OF THE INITIAL SUBSCRIPTION PERIOD ON ONE MONTH'S WRITTEN NOTICE, EITHER DIRECTLY TO IBM OR THROUGH CUSTOMER'S IBM RESELLER, AS APPLICABLE, IF IBM HAS NOT RECEIVED CUSTOMER'S WRITTEN AUTHORIZATION (e.g., order form, order letter, purchase order) TO RENEW CUSTOMER'S EXPIRING IBM SaaS SUBSCRIPTION PERIOD. IN SUCH EVENT, CUSTOMER MAY OBTAIN A PRORATED REFUND.

亞太國家修訂條款

孟加拉、不丹及尼泊爾

5.1 Automatic Renewal of a Subscription Period

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Subscription Period or (2) Customer's payment within 30 days of Customer's receipt of the IBM SaaS invoice for the next term.

歐洲、中東及非洲 (EMEA) 國家修訂條款

巴林、科威特、阿曼、卡達、沙烏地阿拉伯及阿拉伯聯合大公國

5.1 Automatic Renewal of a Subscription Period

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 5.1 Automatic Renewal of a Subscription Period:

IBM will renew, for an additional payment, the expiring IBM SaaS Subscription Period for a one year term at the same price and billing frequency, if IBM or Customer's reseller receives (1) Customer's order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current Subscription Period or (2) Customer's payment within 30 days of Customer's receipt of the IBM SaaS invoice for the next term.

附錄 A

IBM Emptoris Strategic Supply Management on Cloud 可供「客戶」存取其擁有有效授權之合格 IBM SaaS 供應方案。得改用 IBM Emptoris Strategic Supply Management on Cloud 之「授權使用者」授權取代個別 IBM SaaS 供應方案之必要「授權使用者」授權。

個別 IBM SaaS 供應方案之「使用條款」載明 Emptoris Strategic Supply Management on Cloud 授權使用者所存取之適用 IBM SaaS 供應方案之規格及限制使用條款。